

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

IN RE:

FREE SPEECH SYSTEMS, LCC,  
  
DEBTOR.

Case No. 22-60034

Chapter 11

(Subchapter V Debtor)

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**DEBTOR'S MOTION FOR ENTRY OF AN ORDER  
ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION  
AND REIMBURSEMENT OF EXPENSES OF RETAINED PROFESSIONALS**

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THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Free Speech Systems, LLC (the "Debtor" or "FSS") moves for the entry of an order establishing procedures for interim compensation and reimbursement of expenses of Retained Professionals (as defined herein). In support of this Motion, the Debtor respectfully represents as follows:

## **BACKGROUND**

1. On July 29, 2022 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor has continued to operate as a debtor in possession pursuant to § 1182(2) of the Bankruptcy Code.

2. Additional information about the Debtor’s business and affairs, capital structure, prepetition indebtedness, and the events leading up to the Petition Date can be found in the *Declaration of W. Marc Schwartz in Support of Voluntary Petition and First Day Motions* (the “First Day Declaration”) [ECF. No. 10], which is incorporated herein by reference.

## **RELIEF REQUESTED**

3. Pursuant to sections 105(a) and 331 of the Bankruptcy Code, Rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2016-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Local Bankruptcy Rules”), the Debtor hereby seeks entry of an order, substantially in the form attached hereto, establishing procedures for the compensation and reimbursement of professionals whose retentions are approved by this Court pursuant to section 327 of the Bankruptcy Code on a monthly basis, on terms comparable to the procedures established in other chapter 11 cases.

## **RELEVANT FACTS**

4. By applications to be filed with the Court, the Debtor will seek authorization to retain and employ, pursuant to sections 327(a), 327(e) and 328(a) of the Bankruptcy Code: (a) Law Offices of Raymond W. Battaglia, as lead bankruptcy counsel, (b) Shannon & Lee LLP, as co-counsel general bankruptcy counsel, (c) W. Marc Schwartz and Schwartz Associates LLC (together with W. Marc Schwartz “SALLC”), as CRO and financial advisor, (d) The Reynal Law Firm LLP, as special litigation counsel (e) Pattis & Smith, LLC, as special Connecticut litigation

counsel, and (f) any other professionals the Debtor or the estate may retain pursuant to a Bankruptcy Court order, including the subchapter v trustee and her professionals (collectively, the “Retained Professionals”).

### **COMPENSATION PROCEDURES**

5. Except as otherwise provided in an order of the Court authorizing the retention of a particular Retained Professional, the Debtor proposes that the Retained Professionals be permitted to seek interim payment of compensation and reimbursement of expenses in accordance with the following procedures (collectively, the “Compensation Procedures”):

- a. Each Retained Professional seeking monthly compensation must submit a monthly fee statement (a “Monthly Fee Statement”), which submission may be via hand delivery, overnight courier, first class mail or e-mail, so as to be received no later than 30 days after the end of the month for which the fees are sought, to the following parties (collectively, the “Notice Parties”):
  - i. The Debtor, Marc Schwartz as Chief Restructuring Officer of FSS, c/o Schwartz Associates LLC, 712 Main Street, Suite 1830, Houston, Texas 77002 (Attn: [Mschwartz@schwartzassociates.us](mailto:Mschwartz@schwartzassociates.us));
  - ii. The Debtor’s Counsel, Shannon & Lee LLP, 700 Milam Street, Suite 1300, Houston, TX 77002 (Attn: RJ Shannon, [rshannon@shannonleellp.com](mailto:rshannon@shannonleellp.com)); and
  - iii. Any other parties that the Court may designate.
- b. Unless otherwise provided in the order authorizing the Retained Professional’s retention, each Retained Professional’s Monthly Fee Statement, in accordance with Local Bankruptcy Rule 2016-1, shall include (i) a monthly invoice with fee and expense detail that describes the fees and expenses incurred by such Retained Professional, and (ii) any additional information required by the Local Bankruptcy Rules, the Bankruptcy Rules, the Court, or applicable law.
- c. Time spent traveling without actively working on the Chapter 11 Case shall be billed at 50% of the professional’s normal hourly rate.
- d. Any Retained Professional who fails to submit a Monthly Fee Statement for a particular month or months may subsequently submit a consolidated Monthly Fee

Statement for multiple months provided that separate fee and expense information for each applicable month is provided in the consolidated statement.

- e. All Monthly Fee Statements shall comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable law.
- f. Each Notice Party will have 14 days after service of a Monthly Fee Statement to object to such statement (the “Objection Deadline”). Upon the expiration of the Objection Deadline, the Debtor will be authorized to pay each Retained Professional an amount (the “Authorized Payment”) equal to the lesser of (i) 80% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 5(g) below.
- g. If any Notice Party objects to a Retained Professional’s Monthly Fee Statement, it must serve on the affected Retained Professional and each of the other Notice Parties a written objection (the “Objection”) so that it is received on or before the Objection Deadline. Thereafter, the objecting party and the affected Retained Professional may attempt to resolve the Objection on a consensual basis. If the parties are unable to reach a resolution of the Objection within 14 days after service of the Objection, or such later date as may be agreed upon by the objecting Notice Party and the affected Retained Professional, the affected Retained Professional may either: (i) file a response to the Objection with the Court, together with a request for payment of the difference, if any, between the Maximum Payment and the Authorized Payment made to the affected Retained Professional (the “Incremental Amount”) and schedule such matter for hearing on at least 14 days’ notice; or (ii) forego payment of the Incremental Amount until the next interim or final fee application hearing, at which time the Court will consider and dispose of the Objection if requested by the affected Retained Professional. Failure by a Notice Party to object to a Monthly Fee Statement shall not constitute a waiver of any kind nor prejudice that Notice Party’s right to object to any Interim Fee Application (as defined below) subsequently filed by a Retained Professional.
- h. Following the Objection Deadline, each Retained Professional that has not already submitted an electronic bill to the Debtor shall email to [accounting@freespeechsystems.com](mailto:accounting@freespeechsystems.com) an invoice reflecting amounts then payable pursuant to paragraph 5(f) above to the Debtor’s e-billing system in .PDF format (or in such other format reasonably requested by the Debtor).
- i. Each Retained Professional may submit its first Monthly Fee Statement on or before September 15, 2022 and such Monthly Fee Statement shall be for the period from July 29, 2022, through and including August 31, 2022.

- j. Upon the four-month period ending November 29, 2022, (each, an “Interim Fee Period”), each of the Retained Professionals will file with the Court and serve on the Notice Parties an application pursuant to sections 330 and 331 of the Bankruptcy Code (an “Interim Fee Application”) for interim Court approval and allowance of the compensation and reimbursement of expenses sought by the Retained Professional in its Monthly Fee Statements for the applicable Interim Fee Period, including: (i) any revisions to the fee detail previously submitted with a Monthly Fee Statement; (ii) any consensual resolution of an Objection to one or more Monthly Fee Statements; and (iii) any difference between any amounts owed to the Retained Professional and the Authorized Payments made with respect to the Interim Fee Period. Retained Professionals also will file a notice of opportunity for hearing in accordance with Local Bankruptcy Rule 9013-1(d), which shall be served on the Notice Parties and all parties that have filed a notice of appearance with the Clerk of this Court and requested such notice. To the extent practicable, all Interim Fee Applications will be noticed together to be heard on the same hearing date and with the same objection deadline.
- k. Interim Fee Applications must be filed on or before the 40th day after the end of the Interim Fee Period for which the application seeks allowance of fees and reimbursement of expenses. An Interim Fee Application must include a basic summary of the Monthly Fee Statements that are the subject of the request and any other information requested by the Court or required by the Bankruptcy Rules and the Local Bankruptcy Rules. A Retained Professional filing an Interim Fee Application shall comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable law.
- l. The first Interim Fee Application must be filed on or before December 10, 2022 for the Interim Fee Period from July 29, 2022 through November 29, 2022. Any objections to an Interim Fee Application (an “Additional Objection”) shall be filed with the Court and served upon the affected Retained Professional and the Notice Parties so as to be received on or before the 14th day (or the next business day if such day is not a business day) following the filing and service of the Interim Fee Application, which service may be via e-mail, hand delivery, overnight courier or first class mail. If no Objections are pending and no Additional Objections are timely filed, the Court may grant an Interim Fee Application without a hearing. Upon allowance by the Court of a Retained Professional’s Interim Fee Application, the Debtor shall be authorized to promptly pay such Retained Professional all requested fees and expenses not previously paid (including any Incremental Amount).
- m. Upon allowance by the Court of a Retained Professional’s Interim Fee Application, with or without a hearing, Retained Professionals shall email to [accounting@freespeechsystems.com](mailto:accounting@freespeechsystems.com) an invoice reflecting all allowed, requested fees and expenses not previously paid (including any Incremental Amount) to the

Debtor's e-billing system in .PDF format (or in such other format reasonably requested by the Debtor). For the avoidance of doubt, Retained Professional shall not be required to include in such invoices fee and expense detail or other information already submitted to the Notice Parties in connection with Monthly Fee Statements or otherwise.

- n. The pendency of an Objection or Additional Objection or the entry of a Court order holding that the prior payment of compensation or the reimbursement of expenses was improper as to a particular Monthly Fee Statement will not disqualify a Retained Professional from the future payment of compensation or reimbursement of expenses as set forth above, unless the Court orders otherwise.
- o. There will be no penalties for failing to file a Monthly Fee Statement or an Interim Fee Application in a timely manner; provided, however, that if any Interim Fee Application covers more than a four-month period, the Bankruptcy Administrator shall have an additional 14 days beyond the period set forth in paragraph 5(l) above to file an Additional Objection.
- p. Neither (i) the payment of or the failure to pay, in whole or in part, interim compensation and reimbursement of expenses under the Compensation Procedures nor (ii) the filing of, or failure to file, an Objection to any Monthly Fee Statement or an Additional Objection to any Interim Fee Application will bind any party in interest or the Court with respect to the final applications for allowance of compensation and reimbursement of expenses of Retained Professionals.
- q. Any Notice Party may request that a Retained Professional deliver a Monthly Fee Statement or an Interim Fee Application in an electronically searchable format mutually acceptable to the parties.

## ARGUMENT

6. Pursuant to section 331 of the Bankruptcy Code, all professionals are entitled to submit applications for interim compensation and reimbursement of expenses every 120 days, or more often if the court permits.<sup>1</sup> Bankruptcy Rule 2016(a) provides that a professional seeking

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<sup>1</sup> Section 331 of the Bankruptcy Code provides, in relevant part, as follows:

A trustee, an examiner, a debtor's attorney, or any professional person employed under section 327 or 1103 of this title may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered before the

interim compensation and reimbursement of expenses must file an application setting forth, among other things, “a detailed statement of (1) the services rendered, time expended and expenses incurred, and (2) the amounts requested.” Fed. R. Bankr. P. 2016(a). Finally, section 105(a) of the Bankruptcy Code authorizes the Court to issue any order “that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code],” thereby codifying the bankruptcy court’s inherent equitable powers. 11 U.S.C. § 105(a).

7. Courts regularly have entered orders approving professional compensation procedures that provide for interim compensation and expense reimbursement on a monthly basis. Establishing procedures for monthly compensation ensures that professionals are not forced to fund a reorganization case. *See In re Int’l Horizons, Inc.*, 10 B.R. 895, 897 (Bankr. N.D. Ga. 1981) (providing for “reasonable interim compensation” for professionals of the debtor to avoid requiring professionals to “fund [the] reorganization proceeding”). Appropriate factors to consider in deciding whether to establish procedures for monthly interim compensation include “the size of [the] reorganization cases, the complexity of the issues involved, and the time required on the part of the [professionals of] the Debtor in providing services necessary to achieve a successful reorganization of the Debtor.” *Id.*

8. The Debtor submits that the Compensation Procedures sought herein are appropriate considering the above factors. This is a complex subchapter v case that requires significant investment of time and resources by the Retained Professionals. Establishing an orderly, regular process for the allowance and payment of compensation and reimbursement of expenses for Retained Professionals will prevent such professionals from bearing the unjust burden

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date of such an application or reimbursement for expenses incurred before such date as is provided under section 330 of this title.

11 U.S.C. § 331.

of funding the Chapter 11 Case and will enable the Debtor to closely monitor the costs of administration and establish consistent procedures to pay such costs. Further, the Compensation Procedures will streamline the professional compensation process and enable the Court and all other parties to monitor more effectively the professional fees incurred in the Chapter 11 Case.

### **NOTICE**

9. The Debtor will provide notice of this Motion, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including by serving a copy of the Motion and any accompanying order on: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) the parties listed on the Debtor's list of 20 largest unsecured claims; (c) the secured creditor and counsel thereto; (d) the Internal Revenue Service; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002.

### **NO PRIOR REQUEST**

10. No prior request for the relief sought in this Motion has been made to this or any other Court in connection with this Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court: (i) enter an order, substantially in the form attached hereto, granting the relief requested herein; and (ii) grant such other and further relief to the Debtor as the Court may deem just and proper.

Dated: September 7, 2022.

**FREE SPEECH SYSTEMS, LLC**

*/s/ Raymond W. Battaglia*

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Law Office of Raymond W. Battaglia

Raymond W. Battaglia

State Bar No. 01918055

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San Antonio, Texas 78218

Proposed Counsel to FSS, Debtor and  
Debtor-in-Possession

-and-

*/s/ Kyung S. Lee*

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Proposed Co-Counsel for FSS, Debtor and  
Debtor-in-Possession

**CERTIFICATE OF SERVICE**

[Service List Updated as of August 24, 2022]

I hereby certify that a true and correct copy of the foregoing document was served by (a) the Court's CM/ECF system on all parties registered to receive such service on the date of filing, (b) by U.S.P.S. first class mail on all parties indicated in the attached service list within 24 hours of the filing, and (c) the following parties by email within 24 hours of the date of filing:

Attn: Mark Bankson  
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Christopher Mattei,  
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Melissa Haselden  
Subchapter V Trustee  
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[ha.nguyen@usdoj.gov](mailto:ha.nguyen@usdoj.gov)  
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/s/Kyung S. Lee

**USPS Service List**  
**Twenty Largest Unsecured Creditors**

Elevated Solutions Group  
28 Maplewood Drive  
Cos Cob, CT 06870

Christopher Sadowski  
c/o Copycat Legal PLLC  
3111 N. University Drive STE 301  
Coral Springs, FL 33065

Atomial LLC  
1920 E. Riverside Dr.  
Suite A-120 #124  
Austin, TX 78741

Cloudflare, Inc  
Dept LA 24609  
Pasadena, CA 91185-4609

Jacquelyn Blott  
200 University Blvd  
Suite 225 #251  
Round Rock, TX 78665

Joel Skousen  
PO Box 565  
Spring City, UT 84662

Commerce CDN, LLC  
221 E 63<sup>rd</sup> Street  
Savannah, GA 31405

Paul Watson  
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Ranmoor Sheffield  
South Yorkshire S10 3FA  
United Kingdom

Brennan Gilmore  
c/o Civil rights Clinic  
600 New Jersey Avenue, NW  
Washington, DC 20001

Greenair, Inc  
23569 Center Ridge Rd  
Westlake, OH 44145

Edgecast, Inc  
Dept CH 18120  
Palatine, IL 60055

Ready Alliance Group, Inc  
PO Box 1709  
Sandpoint, ID 83864

Getty Images, Inc  
PO Box 953604  
St. Louis, MO 63195-3604

RatsMedical.com  
c/o Rapid Medical  
120 N Redwood Rd  
North Salt Lake, UT 84054

David Icke Books Limited  
c/o Ickonic Enterprises Limited  
St. Helen's House King Street  
Derby DE1 3EE  
United Kingdom

WWCR  
1300 WWCR Ave  
Nashville, TN 37218-3800

JW JIB Productions, LLC  
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Riviera Beach, FL 33404

CustomTattoNow.com  
16107 Kensington Dr. #172  
Sugar Land, TX 77479

AT&T  
PO Box 5001  
Carol Stream, IL 60197-5001

Justin Lair  
1313 Lookout Ave  
Klamath Falls, OR 97601

**Parties Claiming Interest or Lien Affected**

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**Parties Filing Notice of Appearance**

Ryan E. Chapple  
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**Subchapter V Trustee**

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Subchapter V Trustee  
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Houston, TX 77002

**U.S. Trustee**

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Jayson B. Ruff  
Office of the U.S. Trustee  
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**Additional Notice Parties**

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Kaster Lynch Farrar & Ball, LLP  
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Houston, TX 77008

Attn: Alinor C. Sterling  
Christopher Mattei  
Matthew Blumenthal  
Koskoff Koskoff & Bieder  
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Bridgeport, CT 0660

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:

FREE SPEECH SYSTEMS, LLC,  
  
DEBTOR.

Case No. 22-60034

Chapter 11

(Subchapter V Debtor)

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**ORDER ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION  
AND REIMBURSEMENT OF EXPENSES OF RETAINED PROFESSIONALS**

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This matter coming before the Court on the *Debtor's Motion for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* (the "Motion"),<sup>1</sup> filed by Free Speech Systems, LLC (the "Debtor"); the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. § 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (d) notice of the Motion and the Hearing was sufficient under the circumstances and (e) the Compensation Procedures set forth below are reasonable and appropriate for this Chapter 11 Case; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

2. Except as otherwise provided in an order of the Court authorizing the retention of a particular professional, the professionals specifically retained pursuant to an order of the Court in the Chapter 11 Case and the subchapter v trustee and her professionals (collectively, the “Retained Professionals”) may seek interim payment of compensation and reimbursement of expenses in accordance with the following procedures (collectively, the “Compensation Procedures”):

- a. Each Retained Professional seeking monthly compensation must submit a monthly fee statement (a “Monthly Fee Statement”), which submission may be via hand delivery, overnight courier, first class mail or e-mail, so as to be received no later than 30 days after the end of the month for which the fees are sought, to the following parties (collectively, the “Notice Parties”):
  - i. The Debtor, Marc Schwartz as Chief Restructuring Officer of FSS, c/o SchwartzAssociates, 712 Main Street, Suite 1830, Houston, Texas 77002 (Attn: [Mschwartz@schwartzassociates.us](mailto:Mschwartz@schwartzassociates.us));
  - ii. The Debtor’ Counsel, Shannon & Lee LLP, 700 Milam Street, Suite 1300, Houston, TX 77002 (Attn: R.J. Shannon, [rshannon@shannonleellp.com](mailto:rshannon@shannonleellp.com)); and
  - iii. Any other parties that the Court may designate.
- b. Unless otherwise provided in the order authorizing the Retained Professional’s retention, each Retained Professional’s Monthly Fee Statement, in accordance with Local Bankruptcy Rule 2016-1, shall include (i) a monthly invoice with fee and expense detail that describes the fees and expenses incurred by such Retained Professional and (ii) any additional information required by the Local Bankruptcy Rules, the Bankruptcy Rules, the Court, or applicable law.
- c. Time spent traveling without actively working on the Chapter 11 Case shall be billed at 50% of the professional’s normal hourly rate.
- d. Any Retained Professional who fails to submit a Monthly Fee Statement for a particular month or months may subsequently submit a consolidated Monthly Fee Statement for multiple months provided that separate fee and expense information for each applicable month is provided in the consolidated statement.
- e. All Monthly Fee Statements shall comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable law.
- f. Each Notice Party will have 14 days after service of a Monthly Fee Statement to object to such statement (the “Objection Deadline”). Upon the expiration of the



Objection Deadline, the Debtor will be authorized to pay each Retained Professional an amount (the “Authorized Payment”) equal to the lesser of (i) 80% of the fees and 100% of the expenses requested in the Monthly Fee Statement (the “Maximum Payment”) and (ii) the aggregate amount of fees and expenses not subject to an unresolved objection pursuant to paragraph 2(g) below.

- g. If any Notice Party objects to a Retained Professional’s Monthly Fee Statement, it must serve on the affected Retained Professional and each of the other Notice Parties a written objection (the “Objection”) so that it is received on or before the Objection Deadline. Thereafter, the objecting party and the affected Retained Professional may attempt to resolve the Objection on a consensual basis. If the parties are unable to reach a resolution of the Objection within 14 days after service of the Objection, or such later date as may be agreed upon by the objecting Notice Party and the affected Retained Professional, the affected Retained Professional may either: (i) file a response to the Objection with the Court, together with a request for payment of the difference, if any, between the Maximum Payment and the Authorized Payment made to the affected Retained Professional (the “Incremental Amount”) and schedule such matter for hearing on at least 14 days’ notice; or (ii) forego payment of the Incremental Amount until the next interim or final fee application hearing, at which time the Court will consider and dispose of the Objection if requested by the affected Retained Professional. Failure by a Notice Party to object to a Monthly Fee Statement shall not constitute a waiver of any kind nor prejudice that Notice Party’s right to object to any Interim Fee Application (as defined below) subsequently filed by a Retained Professional.
- h. Following the Objection Deadline, each Retained Professional that has not already submitted an electronic bill to the Debtor shall email to [account@freespeechsystems.com](mailto:account@freespeechsystems.com) an invoice reflecting amounts then payable pursuant to paragraph 2(f) above to the Debtor’s e-billing system in .PDF format (or in such other format reasonably requested by the Debtor).
- i. Each Retained Professional may submit its first Monthly Fee Statement on or before September 15, 2022 and such Monthly Fee Statement shall be for the period from July 29, 2022 through and including August 31, 2022.
- j. Commencing with the four-month period ending November 29, 2022, and at four-month intervals thereafter (each, an “Interim Fee Period”), each of the Retained Professionals will file with the Court and serve on the Notice Parties an application pursuant to sections 330 and 331 of the Bankruptcy Code (an “Interim Fee Application”) for interim Court approval and allowance of the compensation and reimbursement of expenses sought by the Retained Professional in its Monthly Fee Statements for the applicable Interim Fee Period, including: (i) any revisions to the fee detail previously submitted with a Monthly Fee Statement; (ii) any consensual resolution of an Objection to one or more Monthly Fee Statements; and (iii) any

difference between any amounts owed to the Retained Professional and the Authorized Payments made with respect to the Interim Fee Period. Retained Professionals also will file a notice of opportunity for hearing in accordance with Local Bankruptcy Rule 9013-1(d), which shall be served on the Notice Parties and all parties that have filed a notice of appearance with the Clerk of this Court and requested such notice. To the extent practicable, all Interim Fee Applications will be noticed together to be heard on the same hearing date and with the same objection deadline.

- k. Interim Fee Applications must be filed on or before the 40th day after the end of the Interim Fee Period for which the application seeks allowance of fees and reimbursement of expenses. An Interim Fee Application must include a basic summary of the Monthly Fee Statements that are the subject of the request and any other information requested by the Court or required by the Bankruptcy Rules and the Local Bankruptcy Rules. A Retained Professional filing an Interim Fee Application shall comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable law.
- l. The first Interim Fee Application must be filed on or before December 10, 2022 for the Interim Fee Period from July 29, 2022 through November 29, 2022. Any objections to an Interim Fee Application (an “Additional Objection”) shall be filed with the Court and served upon the affected Retained Professional and the Notice Parties so as to be received on or before the 14th day (or the next business day if such day is not a business day) following the filing and service of the Interim Fee Application, which service may be via e-mail, hand delivery, overnight courier or first class mail. If no Objections are pending and no Additional Objections are timely filed, the Court may grant an Interim Fee Application without a hearing. Upon allowance by the Court of a Retained Professional’s Interim Fee Application, the Debtor shall be authorized to promptly pay such Retained Professional all requested fees and expenses not previously paid (including any Incremental Amount).
- m. Upon allowance by the Court of a Retained Professional’s Interim Fee Application, with or without a hearing, Retained Professionals shall email to [account@freespeechsystems.com](mailto:account@freespeechsystems.com) an invoice reflecting all allowed, requested fees and expenses not previously paid (including any Incremental Amount) to the Debtor’s e-billing system in .PDF format (or in such other format reasonably requested by the Debtor). For the avoidance of doubt, Retained Professional shall not be required to include in such invoices fee and expense detail or other information already submitted to the Notice Parties in connection with Monthly Fee Statements or otherwise.
- n. The pendency of an Objection or Additional Objection or the entry of a Court order holding that the prior payment of compensation or the reimbursement of expenses

was improper as to a particular Monthly Fee Statement will not disqualify a Retained Professional from the future payment of compensation or reimbursement of expenses as set forth above, unless the Court orders otherwise.

- o. There will be no penalties for failing to file a Monthly Fee Statement or an Interim Fee Application in a timely manner; provided, however, that if any Interim Fee Application covers more than a four-month period, the Bankruptcy Administrator shall have an additional 14 days beyond the period set forth in paragraph 2(l) above to file an Additional Objection.
- p. Neither (i) the payment of or the failure to pay, in whole or in part, interim compensation and reimbursement of expenses under the Compensation Procedures nor (ii) the filing of, or failure to file, an Objection to any Monthly Fee Statement or an Additional Objection to any Interim Fee Application will bind any party in interest or the Court with respect to the final applications for allowance of compensation and reimbursement of expenses of Retained Professionals.
- q. Any Notice Party may request that a Retained Professional deliver a Monthly Fee Statement or an Interim Fee Application in an electronically searchable format mutually acceptable to the parties.

3. Notice given in accordance with the Compensation Procedures is deemed sufficient and adequate and in full compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules.

4. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

5. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation, enforcement or interpretation of this Order.

Houston, Texas

Dated: \_\_\_\_\_, 2022

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UNITED STATES BANKRUPTCY JUDGE